RESOLUTION 2015-43

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, TERMINATING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR THE MARICOPA COUNTY SHERIFF’S OFFICE SPACE.

WHEREAS, the Mayor and Council of the Town of Fountain Hills, Arizona (the “Town Council”) on May 2, 1996, approved the intergovernmental agreement with the Maricopa County Board of Supervisors (the “BOS”) for the Maricopa County Sheriff’s Office space located at 16836 E. Palisades (the “IGA”) as recorded in the Maricopa County Recorder’s Office as Document No. 96-0466113, attached hereto as Exhibit A and incorporated herein by reference;

WHEREAS, the Town and the Maricopa County Sheriff’s Office no longer occupy this space, and the Town and the BOS now desire to terminate the IGA.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The IGA is hereby terminated according to Section VII thereof.

SECTION 3. The Town Manager or authorized designee is hereby authorized and directed to cause this Resolution to be recorded in the Maricopa County Recorder’s Office.

SECTION 4. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, Arizona, September 3, 2015.

FOR THE TOWN OF FOUNTAIN HILLS: ATTESTED TO:

Linda M. Kavanagh, Mayor

Bevelyn J. Bender, Town Clerk

REVIEWED BY: APPROVED AS TO FORM:

Grady E. Miller, Town Manager

Andrew J. McGuire, Town Attorney
EXHIBIT A
TO
RESOLUTION NO. 2015-43

[IGA]

See following pages.
Intergovernmental Agreement

Between
The Town of Fountain Hills and
Maricopa County, Board of Supervisors

Maricopa County, Sheriff's Office

This is part of the official document
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
THE MARICOPA COUNTY BOARD OF SUPERVISORS
FOR
THE MARICOPA COUNTY SHERIFF'S OFFICE
C 50.97.002.2

THIS AGREEMENT, entered into between the Town of Fountain Hills, hereinafter referred to as "TOWN," and Maricopa County, a political subdivision of the State of Arizona, hereinafter referred to as "COUNTY," concerning use of space within the Court/Council Chambers/Law Enforcement Building located at 16836 E. Pinnacle (Building B) in Fountain Hills.

I. PURPOSE

That the purpose of this agreement is to provide to COUNTY office space and use of common areas by MCSO within the Fountain Hills Town Marshal's Department.

II. AUTHORITY

That the TOWN is authorized to enter into this agreement in accordance with A.R.S. §11-952. COUNTY is authorized to enter into this agreement pursuant to A.R.S. §11-952.

III. DURATION

That this agreement shall commence upon execution and remain in effect until June 30, 1996 and is automatically renewed each fiscal year thereafter unless cancelled per Section VII. The fiscal year shall begin on July 1st.

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IV. DUTIES OF MCSO

The COUNTY agrees to reimburse TOWN for tenant improvements made per MCSO specifications to the allocated office space in the amount of $5,000. COUNTY will pay for their own telephone service. COUNTY will pay for rent, utilities, and custodial services at the rates of occupancy as outlined herein. Rent will be due on the first of every month. Reimbursement to TOWN for utilities and custodial services will be due upon billing receipt.

V. DUTIES OF TOWN

The TOWN agrees to provide to COUNTY the use of office space totaling 1,139 square feet (see Exhibit "A") and associated joint use law enforcement spaces (16% of law enforcement portion of building, 759 square feet) at $6.95 per square foot ($1,148, including tax, per month) until November 1, 1996. On November 1, 1996, all leases will incur an annual 4% increase in rent (and annually thereafter). TOWN agrees to provide and proportionately charge COUNTY for actual cost of utilities and custodial services. Grounds maintenance, water and trash removal are included in the rental cost.

VI. LIABILITY

Each party shall indemnify and hold harmless the other party for suits, actions and claims arising out of this contract which are attributable to any act or omission by each party's employees or agents. The employees of each agency shall remain employees of that agency and shall not be considered employees or agents of the other agency.

VII. TERMINATION

The agreement may be terminated by either party on 90 days written notice, or for non-appropriation of funding. This agreement may also be canceled for conflicts of interest pursuant to A.R.S. 38-511. All notices shall be in writing and shall be sent by registered or certified mail, return receipt requested, addressed to the party to receive such notice as follows:

IF TOWN TO:
Town of Fountain Hills
Post Office Box 17958
Fountain Hills, AZ 85269

IF COUNTY TO:
Maricopa County Sheriff's Office
102 West Madison Street
Phoenix, AZ 85003

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VIII. EFFECTIVE

That this agreement shall become effective after execution by both parties on the date filed with the Maricopa County Recorder.

LESSOR:

TOWN OF FOUNTAIN HILLS

LESEEB:

MARICOPA COUNTY BOARD OF SUPERVISORS

Mayor, Town of Fountain Hills  Date

Chairman, Board of Supervisors  Date

JUN 1 9  1996

ATTEST:

Cassie B. Kramer  5-2-96

ATTEST:

Town Clerk, Town of Fountain Hills  Date

Clerk of the Board  Date

5-2-96

APPROVED AS TO FORM:

WILLIAM R. FERRILL  5-2-96

APPROVED AS TO FORM:

Deputy County Attorney  Date

John M. McNeil  5-26-96

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September 9, 2015

Town of Fountain Hills
Attn: Grady Miller, Town Manager
16705 E. Avenue of the Fountains
Fountain Hills, AZ 85268


Dear Mr. Miller:

On September 9, 2015 the Maricopa County Board of Supervisors approved Board Agenda Item C-50-16-011-M-00 authorizing the acceptance of termination of the subject IGA in the interest of both the County and Town. The last day of the IGA term will be December 3, 2015.

Sincerely,

[Signature]

Dennis Lindsey
Deputy Chief Real Estate Officer

cc: Ian Thompson, Maricopa County Sheriff’s Office
    Betsy Pregulman, Esq., Deputy County Attorney
    Darryl King, Real Estate Services